

MORTGAGE RECORD, No. 57.

FROM

State of Oklahoma, Tulsa County, ss.

This instrument was filed for record on the 15 day
of June A. D. 1914, at 4³⁰ o'clock P. M.

Fees, \$

H. C. Wachter

Register of Deeds.

By Deputy. (Seal)

COMPARED

MORTGAGE OF REAL ESTATE.—BANK DOWNSIDE BOOK CO., LEAVENWORTH, KAN. No. 10788.

THIS INDENTURE, Made this 15th day of January, A. D. 1914, between
Charlotte Fain and John Fain her husband of Tulsa, Tulsa County, in the State of
Oklahoma, of the first part, and C. C. White of Tulsa, Tulsa County, in the State of
Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Three Thousand and no/100
Dollars (\$3000.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2nd of the second part his heirs and
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

The South half of the Southeast quarter (S 1/2 SE 1/4) Tract
4 1/2 acres of R.R. right of way in Section forty four
Township twenty one (21) North of Range thirteen (13) East Con-
taining in all 175.1 acres according to government survey
thereof.

TO HAVE AND TO HOLD THE SAME unto the said part 2nd of the second part his heirs and assigns, together with all and singular the tenements,
hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Charlotte Fain and John Fain
have this day executed and delivered this certain promissory note in writing to said part 2nd of the second part described as follows:

Five years after date we promise to pay
to the order of C. C. White or order Three Thousand dollars
with 8% per annum payable semi-annually from date
(Privilege to pay 10% or multiple at any interest pay time
by giving 30 day written notice amount to be paid)

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part his heirs or assigns, said sum of money in the above-
described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void;
and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the
taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due
and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part 2nd of the second part shall be entitled to the possession
of said premises. And the said part 1st of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the home-
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Ed T. Egan, Notary Public
in and for said County and State on this 15th day of January, 1914, personally appeared Charlotte
Fain and John Fain her husband to me known to be the identical persons who executed
the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for
the uses and purposes therein set forth.

My commission expires July 27 1917

ASSIGNMENT. (Seal)

KNOW ALL MEN BY THESE PRESENTS:

That Charlotte Fain and John Fain of Tulsa County, in the State of Oklahoma, the within-named mortgage in consideration of the sum of \$3000.00 and DOLLARS,
to Charlotte Fain and John Fain in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto
heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.

To have and to hold the same, forever; subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee have hereunto set their hand this 15th day of January, 1914.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 15th day of January, A. D. 1914, at 4³⁰ o'clock P. M. Fee, \$

Register of Deeds.

\$

RECEIPT.

Received of Charlotte Fain and John Fain the within-named mortgagor the sum of \$3000.00 and DOLLARS,
in full satisfaction of the within mortgage.